



**OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES**

320 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012-2770
(213) 974-3101
assessor.lacounty.gov

RICK AUERBACH
ASSESSOR

December 9, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL TO AMEND AGREEMENT NUMBER 75478 WITH
SUNGARD AVAILABILITY SERVICES FOR DISASTER RECOVERY SERVICES
(ALL DISTRICTS 3 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE**

SUBJECT

Amend Agreement No. 75478 (Agreement) with SunGard Availability Services
(SunGard) for disaster recovery services for an additional two years.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign and execute the attached Amendment No. 1 of the Agreement with SunGard to increase the contract sum by \$200,000, from \$239,208 to \$439,208, to cover the 2-year extension. The \$200,000 increase is comprised of \$180,096 for disaster recovery service costs for two years and \$19,904 pool dollars.
2. Delegate authority to the Office of the Assessor (Assessor) to execute further amendments to include system upgrades, additional testing hours, changes to connectivity, or any services necessary for the provision of disaster recovery services that do not substantially affect the scope of work nor increase the maximum contract sum of \$439,208; and to terminate the

agreement if, in the opinion of the Assessor, it is in the best interest of the County to do so.

3. Authorize the Assessor to execute an amendment to the Agreement increasing the maximum contract sum in an amount not to exceed \$100,000 in the event disaster recovery services are activated or a disaster is declared.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In the event of a disaster, key components of the Assessor's business functions would be at risk. Business functions critical to our Hall of Administration systems, including deed processing, unsecured personal property assessments, e-mail access, reports processing and fifty front end data entry applications that support the Assessor's Secured and Cross Reference Tax Roll processing could be greatly affected. The disaster recovery services currently provided by SunGard include a fully equipped recovery facility with computer hardware and software that meets the current production environment of the Assessor's office.

IMPLEMENTATION OF STRATEGIC GOALS

Board approval of this amendment for continued disaster recovery services is in accordance with the Assessor's approved Business Automation Plan and also meets the County's Strategic Plan Goal of Service Excellence by providing an efficient tax roll process.

FISCAL IMPACT / FINANCING

Funding for this amendment has been included in the Assessor's Fiscal Year 2008-09 Adopted Budget and will be included in the Assessor's budget request for the subsequent year.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

On December 13, 2005, your Board approved a 3-year Disaster Recovery Services agreement with SunGard and delegated authority to the Assessor to renew this contract for an additional two years. The current contract expires on December 12, 2008. We are seeking the Board's approval to include the necessary funding for the two years.

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The agreement currently in place with SunGard for disaster recovery services is in connection with the Assessor's IBM AS/400 i570 computer and Ownership Imaging systems. Under this agreement, SunGard has met the requirements of the Assessor with respect to systems' configuration and support. In addition, infrastructure for communications and data transfers between the Assessor and SunGard which are necessary for the timely provision of disaster recovery services have been established and are currently in place as a result of such agreement. The Assessor has determined that it is in the best interest of the County to extend the current agreement with SunGard for an additional two years on a sole source basis. No vendors other than SunGard have been considered for several reasons: the additional time and costs which would be incurred in the evaluation of a new vendor and the establishment of necessary infrastructure to allow a vendor other than SunGard to provide the disaster recovery services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment will provide continued disaster recovery services to Assessor which will (1) enable the Assessor to continue to conduct the business of updating the property data bases and the electronic processing of business property statements, (2) provide more than 1,200 internal users with continued access to various databases, and (3) support a multitude of front end applications which are essential in the processing of the property tax roll in the event of a disaster.

CONCLUSION


Instruct the Executive Officer-Clerk of the Board to return one original adopted stamped Board letter and send two executed copies of the Amendment No. 1 to the Assessor's Budget Unit, Hall of Administration, Room 304.

Respectfully submitted,



RICK AUERBACH
Assessor

Reviewed by:



RICHARD SANCHEZ
Acting Chief Information Officer

Attachment

The Honorable Board of Supervisors
December 9, 2008
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c: Chief Executive Officer
County Counsel
Chief Information Officer

CIO ANALYSIS

AMENDMENT NO. 1 TO AGREEMENT NO. 75478 WITH SUNGARD AVAILABILITY SERVICES FOR DISASTER RECOVERY SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 2 Yrs. # of Option Yrs: 0

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Rick Auerbach, Assessor

Budget Information :

Y-T-D Contract Expenditures	\$239,208 (over 3 years)
Requested Contract Amount	\$200,000
Aggregate Contract Amount	\$439,208

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Office of the Assessor (Assessor) is requesting Board approval to:

1. Approve Amendment No.1 to the Agreement with SunGard increasing the contract sum by \$200,000, from \$239,208 to \$439,208 to cover the two-year contract extension.
2. Delegate authority to the Assessor to execute further amendments to the Agreement for the provision of disaster recovery services that do not substantially affect the scope of work or increase the maximum contract sum, and to terminate the Agreement if, in the opinion of the Assessor, it is in the best interest of the County.
3. Authorize the Assessor to execute an amendment to the Agreement increasing the maximum contract sum in an amount not to exceed \$100,000 in the event disaster recovery services are activated or a disaster is declared.

Background:

The current three-year Agreement with SunGard for disaster recovery services, which was approved by your Board on December, 13, 2005, will expire on December 12, 2008. This Agreement covers department systems hosted at the Kenneth Hahn Hall Administration (HOA) that support critical Assessor business functions. These include deed processing, unsecured personal property assessments, e-mail, reports processing, and 50 data entry applications that support the Assessor's Secured and Cross Reference Tax Roll processing. The Agreement also covers the Assessor's IBM AS/400 i570 system and Ownership Imaging system. Infrastructure and communications facilities between the Assessor's HOA location and SunGard to accommodate data transfers are currently in place.

Project Justification/Benefits:

The disaster recovery services include a fully equipped recovery facility with computer hardware and software that meet the Assessor's current production environment. The Assessor has indicated that this disaster recovery site will likely be relocated from its current location in Philadelphia to Arizona. Without a solid disaster recovery plan and partner, the Assessor's Secured and Cross Reference Tax Roll processing could be negatively impacted in the event of a disaster.

Project Metrics:

The Assessor measures the effectiveness of the processes and technology through annual disaster recovery exercises.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

Board approval of the recommended actions will allow the Assessor to continue disaster recovery services for its critical applications. These services will enable continued operation of property databases and the electronic processing of property statements in the event of a disaster. Also, it will provide more than 1,200 internal users with continued access to various databases, and support the existing front-end applications, which are essential in the processing of the property tax roll.

Alternatives Considered:

No vendors other than SunGard were considered because of the time and cost associated with the evaluation of a new vendor and the implementation of new infrastructure.

Project Risks:

The primary risk with a disaster recovery service of this type is the vendor's ability to deliver the services in case of a disaster.

Risk Mitigation Measures:

To address the above risk, the Assessor conducts annual disaster recovery exercises.

Financial Analysis:

The Agreement will increase the contract value by \$200,000, from \$239,208 to \$439,208, over two years. The \$200,000 increase is comprised of \$180,096 for disaster recovery services and \$19,904 for pool dollars. The Assessor is also requesting authorization to execute an amendment to the Agreement increasing the maximum contract sum by \$100,000 in the event disaster recovery services are activated.

CIO Concerns:

None.

CIO Recommendations:

Based on our review of the Board Letter and discussions with the Department, this Office recommends Board approval of the recommended actions.

CIO APPROVAL

Date Received: September 18, 2008

Prepared by: Henry Balta

Date: October 3, 2008

Approved: 

Date: 10-10-08

**AMENDMENT No. 1 to AGREEMENT No. 75478
BY AND BETWEEN SUNGARD AVAILABILITY SERVICES
AND THE LOS ANGELES COUNTY ASSESSOR'S OFFICE
FOR DISASTER RECOVERY SERVICES**

This Amendment No. 1 (hereinafter "Amendment") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and SunGard Availability Services (hereinafter "CONTRACTOR") for Disaster Recovery Services in connection with the Office of the Assessor's IBM AS/400 i570 computer and Ownership Imaging systems, effective December 13, 2008, based on the following recitals:

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement No. 75478 (hereinafter "AGREEMENT"), dated December 13, 2005; and

WHEREAS, the AGREEMENT currently expires on December 12, 2008; and

WHEREAS, the County Board of Supervisors is authorized to execute contract amendments and extensions to this AGREEMENT; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the AGREEMENT to extend the term for an additional two (2) years, all as further described in this Amendment; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the AGREEMENT to increase the Maximum Agreement Sum for such work, all as further described in this Amendment; and

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree as follows:

The AGREEMENT shall be extended for an additional period of two (2) years, through and including December 12, 2010. Exhibit A (Statement of Work), of the AGREEMENT is amended to include this extension period (Period Performance). The revised Exhibit A is designated at the bottom as "Revised under Amendment No. 1" and attached hereto as Attachment A1-A.

The maximum contract sum of the AGREEMENT shall be increased by \$200,000, from \$239,208 to \$439,208. Exhibit B (Pricing Schedule), of the AGREEMENT is amended to reflect the costs for the two (2) year extension. The revised Exhibit B is designated at the bottom as "Revised under Amendment No. 1" and attached hereto as Attachment A1-B.

75478

Supplement No. 1

The County's Contract Project Monitor under the AGREEMENT is being revised. Exhibit E (County's Administration) is amended to reflect Vince Diep (Primary), Lisa Gibbs (Secondary) and Larry Dao (Secondary) as the County's Contract Project Monitors. Kenneth Ta (Primary) was removed as the County's Contract Project Monitor. The revised Exhibit E is designated at the bottom as "Revised under Amendment No. 1" and attached hereto as Attachment A1-E.

The Contractor's Project Manager under the AGREEMENT is being revised. Exhibit F (Contractor's Administration) is amended to reflect Michael Mueller and Wayne Martin as the Contractor's Project Managers. Tracey Rae was removed as the Contractor's Project Manager. The Contractor's Authorized Official, James M. Poffel, is being added. The revised Exhibit F is designated at the bottom as "Revised under Amendment No. 1" and attached hereto as Attachment A1-F.

Except as expressly provided in this Amendment, and all other fully executed Change Notices, all other provisions and conditions of the AGREEMENT, attached hereto, shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Amendment to be executed on its behalf by its duly authorized officers.

SUNGARD AVAILABILITY SERVICES

James M. Poffel
Vice President, Sales

By

Name

Title

COUNTY OF LOS ANGELES

By

CHAIR, PRO TEM, BOARD OF SUPERVISORS



ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By

DEPUTY

By

Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By

Principal Deputy County Counsel

JOSE SILVA

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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DEC 9 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

75478
Supplement No. 1

EXHIBIT A STATEMENT OF WORK

I. VENDOR TASKS

SunGard shall provide recovery facilities with fully functioning computer systems as described in Attachment 1 to this Statement of Work (Attachment 1 also known as SunGard Schedule A). SunGard will install and test the functionality of item's listed in Attachment 1 and provide professional services to support the recovery and operation of the Assessor's applications listed in Attachment 1.

SunGard shall provide services and technical assistance during testing or disaster declaration to ensure items listed in Attachment 1 are functioning properly.

SunGard shall provide 32 hours of annual testing to County. Testing is done to ensure procedures are kept current in the event of a disaster.

SunGard shall ensure the network connectivity from Philadelphia PA to Downey CA (**A1**. Dedicated Connectivity: Dedicated DS-1 DS-1 From: 9150 E. Imperial Hwy, Downey, Ca 90242 Destination: Anaheim SGN Node; **A2**. Net Re-Direct Connectivity: DS-1 Node to Center Origination: Anaheim SGN Node Destination: Philadelphia, PA) is up and functioning properly.

SunGard shall unpack, install, configure, connect, power-up, and test, in accordance with Contract Specifications, all components listed in Attachment 1. Upon completion of installation, SunGard will provide professional services to support the recovery and operation of the Assessor's applications listed in Attachment 1.

SunGard shall provide all engineering services related to configuration and implementation of remote data center. Ensure components to properly function with Downey's existing Production environment: Ethernet connectivity etc. Activities under this subtask shall include, but not be limited to, the following services:

- A. Mobile recovery services
- B. Computer Space
- C. Supplemental office space

II. PERIOD PERFORMANCE

The work performed upon execution of the contract Amendment No. 1 shall continue through and including December 12, 2010.

EXHIBIT B PRICING SCHEDULE

<u>RECOVERY SERVICE COSTS</u>	<u>2008</u>	<u>2009</u>
- Network Monthly Fee:	\$2,234	\$2,346
- Hardware Monthly Fee: (AS/400, 4 Imaging Servers, 1 Exchange Server, and 1 LaserVault Server)	\$5,087	\$5,341
Total Monthly Fee:	\$7,321	\$7,687
Total Yearly Fee:	\$87,852	\$92,244
2-Year Extension	\$180,096	
Pool Dollars (11%)	\$19,904	
Total Contract 2-Year Contract Amount	\$200,000	

In case of disaster, the AS/400 and all 6 servers will be recovered in Philadelphia. The above recovery services is covering the connectivity from SunGard's facility in Philadelphia to ISD in Downey. It assumes that Downey will have the WAN up and running in order for Assessor's District Offices connect to AS/400 and any of the server.

Pool Dollars will be allocated for computer upgrades, add additional testing hours, make changes to connectivity, or any services necessary for the provision of disaster recovery services that do not substantially change the scope of work.

DURING DISASTER COSTS

- Declaration fee for circuit:	\$1,000
- Daily circuit usage fee:	\$100
- After the 30th days, AS/400 daily usage fee:	\$1,250
- After the 30th days, 6 servers daily usage fee:	\$1,250

SunGard's network services is available for access for a period of six (6) weeks during a Disaster. However, though there is no contractual guarantee beyond the 6 weeks, if SunGard can continue to provide these services, they will. Please refer to Exhibit C-1, Section A3 - Extended Use, for additional information.

**EXHIBIT E
COUNTY'S ADMINISTRATION**

AGREEMENT NO: 75478

COUNTY PROJECT DIRECTOR:

Name: Ken Ryozaqi
Title: Division Chief, Information Technology Division
Address: 500 West Temple Street, Room 293
Los Angeles, CA 90012
Telephone: (213) 974-2695
E-Mail Address: kryozaki@assessor.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Linda Castro
Title: Data Systems Supervisor II, Information Technology Division
Address: 500 West Temple Street, Room 293
Los Angeles, CA 90012
Telephone: (213) 974-3274
E-Mail Address: lcastro@assessor.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Vince Diep (Primary)
Title: Dept. Information Security Officer, Information Technology Division
Address: 500 West Temple Street, Room 265
Los Angeles, CA 90012
Telephone: (213) 974-3273
E-Mail Address: vdiep@assessor.lacounty.gov

ATTACHMENT A1-E

Name: Lisa Gibbs (Secondary)
Title: Information Systems Supervisor I, Information Technology Division
Address: 500 West Temple Street, Room 295
Los Angeles, CA 90012
Telephone: (213) 893-1160
E-Mail Address: lgibbs@assessor.lacounty.gov

Name: Larry Dao (Secondary)
Title: Information Systems Supervisor I, Information Technology Division
Address: 500 West Temple Street, Room 265
Los Angeles, CA 90012
Telephone: (213) 974-5139
E-Mail Address: ldao@assessor.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: SUNGARD AVAILABILITY SERVICES

AGREEMENT NO: 75478

CONTRACTOR'S PROJECT MANAGER:

Name: Michael Mueller
Title: Sr. Account Executive
Address: 7499 East Paradise Lane
Scottsdale, AZ 85260
Telephone: (480) 367-4135
E-Mail Address: michael.mueller@sungard.com

Name: Wayne Martin
Title: Customer Care Specialist
Address: 401 North Broad Street
Philadelphia, PA 19108
Telephone: (215) 446-1730
E-Mail Address: wayne.martin@sungard.com

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: James M. Poffel
Title: VP of Government
Address: 505 Huntmar Park Drive, Suite 100
Herndon, VA 20170
Telephone: (703) 326-4980
E-Mail Address: james.poffel@sungard.com

Notices to Contractor shall be sent to the following:

Name: Michael Mueller
Title: Sr. Account Executive
Address: 7499 East Paradise Lane
Scottsdale, AZ 85260
Telephone: (480) 367-4135
E-Mail Address: michael.mueller@sungard.com